**UNITED STATES DISTRICT COURT**
**SOUTHERN DISTRICT OF NEW YORK**

TALENTBRIDGE HOLDINGS, LLC,

Plaintiff,

vs.

VITAMIN T

and

AQUENT LLC,

Defendant.

# COMPLAINT

**Civ. No.:** 7:17-cv-4783

Plaintiff, TalentBridge Holdings, LLC, ("Plaintiff"), by and through its attorneys, Woods Oviatt Gilman LLP, for its complaint against the Defendants, Vitamin T and Aquent LLC, (collectively, the "Defendants") alleges as follows:

## PRELIMINARY STATEMENT

1. This is an action for unfair competition and false designation of origin under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), and for substantial and related claims of trademark infringement and unfair competition under the statutory and common laws of the State of New York, all arising from one or both Defendants' unauthorized use of one or more of Plaintiff's marks in connection with the production, distribution, marketing, advertising, promotion, offering for sale and/or sale of certain of Defendants' goods and/or services.

2. Plaintiff seeks injunctive and monetary relief.

## JURISDICTION AND VENUE

3. This Court has jurisdiction of this action by virtue of 15 U.S.C. §§ 1114 and 1125(a) and the Court has jurisdiction over the State common law claims by virtue of 28 U.S.C.

§§ 1331, 1332(a) 1338(a) and (b), and pursuant to the principles of supplemental jurisdiction under 28 U.S.C. § 1367, as well as NY CPLR § 302(a).

4. Venue of this action is set in the United States District Court for the Southern District of New York by virtue of 28 U.S.C. § 1391.

## THE PARTIES

5. TalentBridge Holdings, LLC, is, and at all times hereinafter mentioned was, a limited liability company duly organized and existing under the laws of the State of New York, and is located at 7 Linden Park, Rochester, New York 14625.

6. Upon information and belief, Defendant Vitamin T, having an address located at 800 Lanidex Plaza, Suite 120, Parsippany, New Jersey, is, and at all times hereinafter mentioned was, a division of Defendant Aquent LLC, a limited liability company, duly organized and existing under the laws of the State of Delaware, with a registered agent, The Corporation Trust Company, having an address located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and a principal place of business located at 501 Boylston Street, Third Floor, Boston, Massachusetts 02116.

7. The Defendants regularly transact business within the Southern District. Attached as **Exhibit "1"** is a screenshot of the Defendants' website showing solicitation of applicants for job placements within the New York City metropolitan area.

## BACKGROUND

8. Plaintiff has been a registered limited liability company with the New York State Department of State since January 2017 and is the owner of Talent Bridge, a company that has conducted business in staffing and recruiting under the service mark **TALENT BRIDGE** since as early as January of 2004.

9. In connection with its staffing and recruiting services, Plaintiff owns the following pending and registered trademarks:

A. TALENT BRIDGE – North Carolina State Trademark Reg. No. T-19455;

B. TALENT BRIDGE – South Carolina State Trademark;

C. TALENTBRIDGE - U.S. TM Trademark Application No. 87/405,302;

D. TALENTBRIDGE - U.S. TM Trademark Application No. 87/406,978.

These trademarks are collectively referred to herein as "Plaintiff's Trademarks." Attached as **Exhibit "2"** are respective true and correct copies of the North Carolina State Registration, the South Carolina State Registration, and the United States Trademark Applications available through the Trademark Electronic Search System (TESS) located at the United States Patent and Trademark Office www.uspto.gov website.

10. Plaintiff and Plaintiff's predecessor-in-interest have expended substantial time, money and resources marketing, advertising and promoting the services offered under Plaintiff's Trademarks.

11. Plaintiff owns and operates a website under the following domain name ("the Plaintiff's Website"): www.talentbridgeusa.com .

12. Plaintiff's Trademarks are prominently displayed throughout the various webpages available at Plaintiff's Website.

13. As a result of the widespread, continuous and exclusive use of the Plaintiff's Trademarks to identify staffing and recruiting services, Plaintiff owns valid and subsisting state and federal statutory and common law rights to Plaintiff's Trademarks.

14. Plaintiff's Trademarks are distinctive to both the consuming public and within Plaintiff's trade.

15. Plaintiff's Trademarks were created at great expense over many years and Plaintiff clearly owns the exclusive rights to the recognition and goodwill associated therewith.

## DEFENDANTS' UNLAWFUL ACTIVITIES

16. Upon information and belief, Defendants are engaged in, among other things, staffing and recruiting services.

17. Without Plaintiff's authorization, and upon information and belief, beginning after Plaintiff or Plaintiff's predecessor-in-interest acquired protectable exclusive rights in Plaintiff's Trademarks, one or both Defendants adopted and began using a mark substantially identical to Plaintiff's Trademarks in US commerce.

18. To that end, upon information and belief, on or about July 14, 2016, one or both Defendants first offered staffing and recruiting services using the phrase "Talent Bridge" on the website, https://vitamintalent.com/ (the "Infringing Mark"). Attached herewith as **Exhibit "3"** is a copy of a screen capture from July 14, 2016 archived through the Internet Archive Wayback Machine (web.archive.org) for the webpage http://vitamintalent.com:80/clients/temp-to-perm. Also attached as **Exhibit "4"** is a copy of Defendant Vitamin T's webpage https://vitamintalent.com/clients/temp-to-perm captured on April 24, 2017.

19. Upon information and belief, one or both Defendants has been engaged in the production, distribution, provision, advertising, promotion, offering for sale and/or sale of staffing and recruiting services using the Infringing Mark throughout the United States.

20. Upon information and belief, the services offered by one or both Defendants under the Infringing Mark are identical or otherwise confusingly similar to Plaintiff's services offered under the Plaintiff's Trademarks.

21. Upon information and belief, one or both Defendants offers its services under the Infringing Mark to similar consumers as the Plaintiff, including, without limiting solely thereto,

members of the general public, employment recruiters and job seekers interested in purchasing staffing and recruiting services.

22. Defendants' infringing acts as alleged herein have caused and are likely to cause confusion, mistake, and deception among the relevant consuming public as to the source or origin of the Defendants' services and have and are likely to deceive the relevant consuming public into believing, mistakenly, that Defendants' services originate from, are associated or affiliated with, or are otherwise authorized by Plaintiff.

23. Defendants' acts are causing, and unless restrained, will continue to cause damage and immediate irreparable harm to Plaintiff and to its valuable reputation and goodwill with the consuming public for which Plaintiff has no adequate remedy at law.

**AS AND FOR A FIRST CAUSE OF ACTION,**
**PLAINTIFF ALLEGES AS FOLLOWS:**

23. Plaintiff repeats and realleges the allegations of paragraphs "1" through "22" as if more fully set forth herein.

24. As a result of the foregoing, one or both of the Defendants has violated 15 U.S.C. §§ 1114(1) and 1125(a) and is liable to Plaintiff for any damage Plaintiff has sustained and will sustain should either Defendant be allowed to continue its infringing and unlawful activity.

**AS AND FOR A SECOND CAUSE OF ACTION,**
**PLAINTIFF ALLEGES AS FOLLOWS:**

25. Plaintiff repeats and realleges the allegations of paragraphs "1" through "24" as if more fully set forth herein.

26. Plaintiff has no adequate remedy at law.

27. As a result of the foregoing, Plaintiff is entitled to a preliminary and permanent injunction, restraining and enjoining the Defendants from using the Infringing Mark and any other marks that are confusingly similar to or otherwise violate Plaintiff's Trademarks.

**AS AND FOR A THIRD CAUSE OF ACTION,**
**PLAINTIFF ALLEGES AS FOLLOWS:**

28. Plaintiff repeats and realleges the allegations of paragraphs "1" through "27" as if more fully set forth herein.

29. The Defendants' conduct in the actions above violate general principles of law and equity, constitute trademark infringement, unfair competition and injury to business reputation under New York General Business Law §§ 360-k, 360-l, and 360-m and have, and will cause, Plaintiff irreparable injury.

30. Plaintiff has no adequate remedy at law.

31. As a result of the foregoing, the Plaintiff is entitled to a permanent injunction, restraining and enjoining the Defendants from using the Infringing Mark, and any other marks which are confusingly similar to or otherwise violate Plaintiff's Trademarks.

**AS AND FOR A FOURTH CAUSE OF ACTION,**
**PLAINTIFF ALLEGES AS FOLLOWS:**

32. Plaintiff repeats and realleges the allegations of paragraphs "1" through "31" as if more fully set forth herein.

33. The Defendants' conduct and the actions alleged above constitute common law trademark infringement and unfair competition arising under the laws of the State of New York.

34. If the Defendants are permitted to continue using the Infringing Marks and any other marks which are confusingly similar to Plaintiff's Trademarks, the Plaintiff will be irreparably harmed.

35. Plaintiff has no adequate remedy at law.

36. As a result of the foregoing, the Plaintiff is entitled to a permanent injunction, restraining and enjoining the Defendants from using the Infringing Mark and any other marks which are confusingly similar to or otherwise violate Plaintiff's Trademarks.

**AS AND FOR A FIFTH CAUSE OF ACTION,
PLAINTIFF ALLEGES AS FOLLOWS:**

37. Plaintiff repeats and realleges the allegations of paragraphs "1" through "36" as if more fully set forth herein.

38. As a result of the foregoing, Plaintiff is entitled to a judgment (1) declaring that it has superior rights to Plaintiff's Trademarks and/or any similar marks; (2) declaring that the Defendants are junior users of the mark TALENT BRIDGE and any other marks which are confusingly similar to or otherwise violate Plaintiff's Trademarks; and (3) further declaring the respective rights and responsibilities of the parties.

**TRIAL BY JURY DEMANDED**

Plaintiff demands a trial by jury on all issues so triable.

**WHEREFORE,** the Plaintiff, TALENTBRIDGE HOLDINGS, LLC, demands judgment as follows:

A. Granting a permanent injunction, restraining and enjoining each Defendant, its respective officers, directors, agents, servants, employees and all others acting on either's behalf or in either's stead, from further acts of trade name infringement and unfair competition and, more particularly, from, in any manner, directly or indirectly:

(i) using the mark TALENT BRIDGE and any other marks which are confusingly similar to or marks that are dilutive to or otherwise violate Plaintiff's Trademarks;

(ii) using the mark TALENT BRIDGE and any other marks which are confusingly similar to or otherwise violate Plaintiff's Trademarks in connection with staffing and recruiting services;

(iii) otherwise using or exploiting using the mark TALENT BRIDGE and any other marks which are confusingly similar to or otherwise violate Plaintiff's Trademarks in connection with staffing and recruiting services;

(iv) assisting, aiding or abetting any other person or entity from engaging or performing any of the activities referred to in subparagraphs 1(i)–(iii) above;

(v) declaring that one or both Defendants has unfairly competed with the Plaintiff by the acts complained of herein and further declaring the respective rights and responsibilities of the parties;

B. Granting an order requiring the Defendants to deliver up for destruction all products, and all promotional and/or advertising materials of any kind bearing the mark TALENT BRIDGE and any other marks which are confusingly similar to or otherwise violate Plaintiff's Trademarks;

C. Awarding to the Plaintiff any profits generated by the Defendants as a result of the acts complained of and further awarding Plaintiff its damages as a result of the Defendants' wrongful trademark infringement and unfair competition in an amount to be determined by an accounting, if necessary;

D. Awarding the Plaintiff its attorneys' fees and costs; and

E. Granting the Plaintiff such other and further relief as to this Court may seem just and proper.

DATED: June 23, 2017
Rochester, New York

WOODS OVIATT GILMAN LLP

By: [signature]

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Donald W. O'Brien, Jr., Esq.
(*admission in process*)
Katherine H. McGuire, Esq.
(*admission in process*)
*Attorneys for Plaintiff*
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kmcguire@woodsoviatt.com

# EXHIBIT 1

# BROWSE JOBS

Connecting you with the best creative freelance and contract-to-hire roles is our job. Let us help you find yours!

Search Filter

## Search

×

Keywords: Design, Branding

## Filters

Jobs By Category

New York City

All Placement Types

Exclude Remote

SUBMIT RESET

AQUENT

**Two agencies in one!**
Vitamin T is a division of Aquent, built to service agencies and mid-sized customers. Meanwhile, Aquent works with huge global brands (in fact, 2/3 of the Fortune 500). So when you sign up with either brand, you get access to jobs across both!

### Marketing Assist...
Today
Manhattan, NYC
Freelance Agent: Janna K.
(/talent/jobs/119724)

### Packaging Graphi...
Jun 21, 2017
NY, NY
Freelance Agent: Amanda S.
(/talent/jobs/119689)

### Partner Brand M...
Jun 21, 2017
New York, NY
Freelance Agent: Ryan S.
(/talent/jobs/119695)

### Co - Marketing Sp...
Jun 21, 2017
New York, NY
Freelance Agent: Courtney...
(/talent/jobs/119706)

### UX Designer
Jun 20, 2017
NYC
Freelance Agent: James W.
(/talent/jobs/119594)

### UX Designer
Jun 20, 2017
New York City
Freelance Agent: Alexa F.
(/talent/jobs/119603)

### Lead User Interfa...
Jun 20, 2017
Phoenix, AZ
Freelance
(/talent/jobs/119617)

### Junior Presentati...
Jun 20, 2017
New York, NY
Freelance Agent: Audra K.
(/talent/jobs/119629)

**Freelance jobs with full-time benefits**
We provide access to medical, dental, vision, 401 (k), flex spending, weekly direct deposit, a robust rewards program and more—we even subsidize the cost of healthcare for every hour you work! Enjoy the freelance lifestyle with full-time benefits. (Some benefits US and Canada only.)

**Free online training courses**
We don't just find work for digital creative talent, we use our access to clients around the globe to learn trends that keep your skills updated. Aquent Gymnasium is self-paced online training in the hottest digital creative skills—and it's free!

## Don't See Your Dream Job?

Though the FASTEST way to find a job is to apply directly to one, if you don't see what you're looking for, simply apply for representation, and we'll connect you with a local Agent for personal assistance.

(/talent/apply)

### Fully Integrated S...
Jun 20, 2017
New York, NY
Freelance Agent: Audra K.
(/talent/jobs/119630)

### SEO Strategist (iC...
Jun 20, 2017
New York City
Freelance Agent: Alexa F.
(/talent/jobs/119642)

### Senior SEM Mana...
Jun 20, 2017
Manhattan
Temp To P... Agent: Meredith...
(/talent/jobs/119632)

### Sr. Graphic Desig...
Jun 20, 2017
New York City
Freelance Agent: Alexa F.
(/talent/jobs/119638)

### Retoucher
Jun 19, 2017
off site
Freelance Agent: Christie B.
(/talent/jobs/119560)

### Package Designer...
Jun 19, 2017
off site
Freelance Agent: Christie B.
(/talent/jobs/119561)

### SEO Specialist
Jun 19, 2017
Manhattan
Temp To P... Agent: Meredith...
(/talent/jobs/119591)

### Interaction / Visu...
Jun 16, 2017
Manhattan, NYC
Freelance Agent: Janna K.
(/talent/jobs/119504)

### Sr. UX Designer
Jun 15, 2017
NYC
Freelance Agent: Jessica G.
(/talent/jobs/119424)

### Small Biz Saturda...
Jun 15, 2017
Marketing Coordinator
Freelance Agent: James W.
(/talent/jobs/119432)

### Front - end Devel...
Jun 15, 2017

### Project Manager
Jun 15, 2017

New York City
Permanent
(/talent/jobs/119456)

NYC
Temp To P... Agent: Theresa R.
(/talent/jobs/119461)

## Director of Corpo...
Jun 14, 2017
Pearl River, New York
Permanent Agent: Susan R.
(/talent/jobs/119369)

## UX Writer / perm
Jun 14, 2017
new york metro
Permanent Agent: Marc S.
(/talent/jobs/119398)

## Tech Project Man...
Jun 13, 2017
New York City
Freelance Agent: Alexa F.
(/talent/jobs/119320)

## Executive Assista...
Jun 13, 2017
New York, NY
Freelance Agent: Kate K.
(/talent/jobs/119342)

## Digital Designer
Jun 13, 2017
NYC
Freelance Agent: Amanda S.
(/talent/jobs/119309)

## Designer
Jun 12, 2017
new york, ny
Freelance Agent: Audra K.
(/talent/jobs/119242)

## Merchandising A...
Jun 12, 2017
New York, NY
Freelance
(/talent/jobs/119253)

## Front End Develo...
Jun 11, 2017
New York, NY
Temp To P... Agent: Eric S.
(/talent/jobs/119218)

## Copywriter
Jun 08, 2017
NYC
Freelance Agent: Theresa R.
(/talent/jobs/119104)

## Junior Designer
Jun 07, 2017
Manhattan
Freelance Agent: Meredith...
(/talent/jobs/119044)

## After Effects / Mo...
Jun 06, 2017
New York, NY
Freelance Agent: Jennifer T.
(/talent/jobs/118973)

## Production Artist
Jun 06, 2017
NYC
Freelance Agent: Christie B.
(/talent/jobs/118977)

## Marketing Manag...
Jun 06, 2017
Timonium, MD/ NYC/ San Jose
Freelance Agent: Luisiana C.
(/talent/jobs/118990)

## Product Design L...
Jun 06, 2017
New York, NY
Freelance Agent: Audra K.
(/talent/jobs/118981)

## Jr Level Daily Foo...
Jun 06, 2017
New York, NY
Freelance Agent: Audra K.
(/talent/jobs/118957)

## Search & Social M...
Jun 06, 2017
NYC
Freelance Agent: Rae J.
(/talent/jobs/118967)

## Sr. Digital Project...
Jun 05, 2017
New York, NY
Freelance Agent: Amy I.
(/talent/jobs/118916)

## Executive Assistant
Jun 05, 2017
New York City
Freelance Agent: Alexa F.
(/talent/jobs/118926)

## Production Mana...
Jun 05, 2017
New York, NY
Freelance
(/talent/jobs/118892)

## Order Manageme...
Jun 02, 2017
New York, NY
Freelance
(/talent/jobs/118858)

## Digital Designer,...
Jun 01, 2017
NYC

## Business Technol...
Jun 01, 2017
Downtown NYC

Freelance Agent: Rae J.
(/talent/jobs/118773)

Freelance Agent: Benjami...
(/talent/jobs/118770)

## Creative Traffic C...

Jun 01, 2017

New York, New York

Freelance Agent: Lauren W.
(/talent/jobs/118795)

## Packaging Engine...

Jun 01, 2017

New York, NY

Freelance Agent: Jordan W.
(/talent/jobs/118799)

## UX Designer

May 31, 2017

NYC

Freelance Agent: James W.
(/talent/jobs/118683)

## Jr. Graphic Desig...

May 31, 2017

New York NY

Freelance Agent: Erica S.
(/talent/jobs/118671)

## UX Lead Applicati...

May 31, 2017

New York, New York

Permanent
(/talent/jobs/118732)

## UX Designer Appl...

May 31, 2017

New York, New York

Permanent
(/talent/jobs/118733)

## Lead Studio Artist

May 25, 2017

New York City

Freelance Agent: Alexa F.
(/talent/jobs/118456)

## Project Manager,...

May 24, 2017

NYC

Temp To P... Agent: Christie B.
(/talent/jobs/118374)

## User Experience...

May 18, 2017

Jersey City

Freelance Agent: Benjami...
(/talent/jobs/118186)

## Interior Store De...

May 18, 2017

Englewood, NJ, OR NYC office OR Bristol, PA

Freelance Agent: Amirah S.
(/talent/jobs/118144)

## Marketing Assist...

May 16, 2017

New York, NY

Freelance

(/talent/jobs/118008)

## Product Marketin...

May 11, 2017

New York

Freelance Agent: Benjami...

(/talent/jobs/117841)

## Sr. Manager Web...

May 10, 2017

New York, New York

Permanent Agent: Dove R.

(/talent/jobs/117799)

## Packing Designer

Apr 26, 2017

Manhattan

Freelance Agent: Brad E.

(/talent/jobs/117231)

## Project Based Ke...

Apr 18, 2017

New York, NY

Freelance Agent: Jennifer T.

(/talent/jobs/116844)

## UX / UI Designer...

Apr 05, 2017

55 Water Street

Freelance Agent: Rae J.

(/talent/jobs/112705)

## Digital / Presenta...

Mar 22, 2017

New York,NY

Freelance Agent: Audra K.

(/talent/jobs/115729)

## Sr. UX Designer

Dec 20, 2016

Rockefeller Center

Freelance Agent: Erica S.

(/talent/jobs/112116)

## Graphic Designer

Nov 10, 2016

New York City

Freelance Agent: Megan H.

(/talent/jobs/110844)

**Two agencies in one!**
Vitamin T is a division of Aquent, built to service agencies and mid-sized customers. Meanwhile, Aquent works with huge global brands (in fact, 2/3 of the Fortune 500). So when you sign up with either brand, you get access to jobs across both!

**Freelance jobs with full-time benefits**
We provide access to medical, dental, vision, 401(k), flex spending, weekly direct deposit, a robust rewards program and more—we even subsidize the cost of healthcare for every hour you work! Enjoy the freelance lifestyle with full-time benefits. (Some benefits US and Canada only.)

**Free online training courses**
We don't just find work for digital creative talent, we use our access to clients around the globe to learn trends that keep your skills updated. Aquent Gymnasium is self-paced online training in the hottest digital creative skills—and it's free!

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Though the FASTEST way to find a job is to apply directly to one, if you don't see what you're looking for, simply apply for representation, and we'll connect you with a local Agent for personal assistance.

(/talent/apply)

CLIENTS (/CLIENTS)
Welcome (/clients)
Request Talent (/clients/request-talent)
Freelance (/clients/freelance)
Temp To Perm (/clients/temp-to-perm)
Permanent (/clients/permanent)
Why Vitamin T (/clients/why-vitamin-t)

TALENT (/TALENT)
Welcome (/talent)
Browse Jobs (/talent/jobs)
Apply As Talent (/talent/apply)
Talent Benefits (/talent/benefits)
FAQ (/talent/faq)

WHAT WE DO (/WHAT-WE-DO)
BLOG (/BLOG/)
CAREERS (/CAREERS)
GYMNASIUM (/LEARNING/)

CONTACT US (/CONTACT-US)
(855) 848-8568 (TEL:+18558488568)
LOGIN (HTTPS://MY.AQUENT.(
EMPLOYMENT VERIFICATION (MAILTO:EMPLOYVERIF

See the Hottest Talent Available in Your Area: Name Email New Jersey SUBSCRIBE

https://vitamintalent.com/talent/jobs/?search=1&page=1&keyword=&category=&location... 6/22/2017

(855) 848-8568 (TEL:+18558488568)

(https://[illegible])

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Not affiliated with Vitamin, Inc (http://vitaminisgood.com/) | Site Design by Two Legit (http://www.twolegit.com)

# EXHIBIT 2

Elaine F. Marshall
Secretary

North Carolina
DEPARTMENT OF THE SECRETARY OF STATE
PO Box 29622 Raleigh, NC 27626-0622 (919)807-2000

Account Login Create Site Account

**Trademark Information**

## Talent Bridge

### Document Filings

**Status**
Active

**Registration#**
019455

**NC Class**
Advertising and business services

**NC Sub Class**
Employment services, data processing and printing

**International Class**
Not Specified

**Renewal Date**
5/30/2018 12:00:00 AM

**Use Verify Date**
5/30/2018 12:00:00 AM

**First NC Use**
1/1/2005 12:00:00 AM

**First Use**
1/1/2005 12:00:00 AM

**Goods & Services**
financial staffing and recruiting services

**Description**
talent bridge (disclaims exclusive use of the word "talent" apart from the mark as a whole.)

**Keywords**
talent bridge bridging

**Owners**
TalentBridge Holdings, LLC

,

# *The State of South Carolina*

**TRADEMARK REGISTRATION**

**SERVICE MARK REGISTRATION**

## *Office of Secretary of State Mark Hammond*

**I, Mark Hammond, Secretary of State, hereby certify that the following mark has been registered in this state according to the provisions of the South Carolina Code of Laws Section 39-15-1105 et seq. to:**

TalentBridge Holdings, LLC
7 Linden Park
Rochester, NY 14625

## TALENT BRIDGE

**Description:** THE MARK CONSISTS OF THE WORDS "TALENT BRIDGE".

**Description of Goods or Services:** FINANCIAL STAFFING AND RECRUITING SERVICES.

**Class of Goods or Services:** Service mark class(es) #1

**Date of First Use:** 12/31/2005 **Date of First Use in South Carolina:** 12/31/2005

**Assignment Date:** 3/20/2017

If an Entity, Organized under the Laws of NORTH CAROLINA

**Expiration Date:** 6/18/2018

**Given under my hand and Great Seal of the State of South Carolina on March 27, 2017**

Mark Hammond

Mark Hammond, Secretary of State

Certificate No.: 12248 - A18885

United States Patent and Trademark Office

Home | Site Index | Search | FAQ | Glossary | Guides | Contacts | eBusiness | eBiz alerts | News | Help

# Trademarks > Trademark Electronic Search System (TESS)

*TESS was last updated on Fri May 19 02:22:46 EDT 2017*

TESS HOME | NEW USER | STRUCTURED | FREE FORM | BROWSE DICT | SEARCH OG | BOTTOM | HELP | PREV LIST | CURR LIST | NEXT LIST | FIRST DOC | PREV DOC | NEXT DOC | LAST DOC

Logout Please logout when you are done to release system resources allocated for you.

Start List At: OR Jump to record: **Record 4 out of 8**

TSDR | ASSIGN Status | TTAB Status *( Use the "Back" button of the Internet Browser to return to TESS)*

TalentBridge

| | |
|---|---|
| **Word Mark** | TALENTBRIDGE |
| **Goods and Services** | IC 035. US 100 101 102. G & S: Employment Agency; Temporary Employment Agency; Employment Outplacement Services; Employment Recruiting Services; Employment Agency Services; Employment Agency Services namely, filling the temporary and permanent Staffing needs of businesses; Providing an online searchable database featuring classified as listings and employment opportunities; Personnel management services provided by professional employer organizations (PEOs) through co-employment agreements; Employment agency services, namely, temporary and permanent placement of health care professionals; Providing Career information; Providing placement consulting services; Employment hiring, recruiting, placement, staffing, and Career networking services. FIRST USE: 20040117. FIRST USE IN COMMERCE: 20040117 |
| **Standard Characters Claimed** | |
| **Mark Drawing Code** | (4) STANDARD CHARACTER MARK |
| **Serial Number** | 87405302 |
| **Filing Date** | April 10, 2017 |
| **Current Basis** | 1A |
| **Original Filing Basis** | 1A |
| **Owner** | (APPLICANT) TalentBridge Holdings, LLC LIMITED LIABILITY COMPANY NEW YORK 7 Linden Park Rochester NEW YORK 14625 |
| **Attorney of Record** | Katherine H. McGuire, Esq. |

| | |
|---|---|
| **Type of Mark** | SERVICE MARK |
| **Register** | PRINCIPAL |
| **Live/Dead Indicator** | LIVE |

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TESS HOME | NEW USER | STRUCTURED | FREE FORM | BROWSE DICT | SEARCH OG | TOP | HELP | PREV LIST | CURR LIST | NEXT LIST | FIRST DOC | PREV DOC | NEXT DOC | LAST DOC

| HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY

*TESS was last updated on Fri May 19 02:22:46 EDT 2017*

**Record 3 out of 8**

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TSDR | ASSIGN Status | TTAB Status ***( Use the "Back" button of the Internet Browser to return to TESS)***

| | |
|---|---|
| **Word Mark** | TALENTBRIDGE |
| **Goods and Services** | IC 035. US 100 101 102. G & S: Employment Agency; Temporary Employment Agency; Employment Outplacement Services; Employment Recruiting Services; Employment Agency Services; Employment Agency Services namely, filling the temporary and permanent Staffing needs of businesses; Providing an online searchable database featuring classified as listings and employment opportunities; Personnel management services provided by professional employer organizations (PEOs) through co-employment agreements; Employment agency services, namely, temporary and permanent placement of health care professionals; Providing Career information; Providing placement consulting services; Employment hiring, recruiting, placement, staffing, and Career networking services. FIRST USE: 20040117. FIRST USE IN COMMERCE: 20040117 |
| **Mark Drawing Code** | (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS |
| **Design Search Code** | 02.01.33 - Grotesque men formed by letters, numbers, punctuation or geometric shapes; Stick figures<br>04.07.03 - Geometric figures or combinations of geometric figures representing a person; Geometric figures representing a person; Geometric shapes forming a person; Person formed by geometric shapes<br>07.11.01 - Bridges; Drawbridges<br>26.01.21 - Circles that are totally or partially shaded. |
| **Serial Number** | 87406978 |
| **Filing Date** | April 11, 2017 |
| **Current Basis** | 1A |
| **Original Filing Basis** | 1A |
| **Owner** | (APPLICANT) TalentBridge Holdings, LLC LIMITED LIABILITY COMPANY NEW YORK 7 Linden Park Rochester NEW YORK 14625 |

| | |
|---|---|
| **Attorney of Record** | Katherine H. McGuire, Esq. |
| **Description of Mark** | The color(s) blue and gray is/are claimed as a feature of the mark. The mark consists of a blue stick-figure with arms spread wide in front of a stylized rendering of a gray bridge. Underneath the bridge and stick-figure are the words "TalentBridge". "Talent" is in blue, and "Bridge" is in gray. |
| **Type of Mark** | SERVICE MARK |
| **Register** | PRINCIPAL |
| **Live/Dead Indicator** | LIVE |

TESS HOME | NEW USER | STRUCTURED | FREE FORM | BROWSE DICT | SEARCH OG | TOP | HELP | PREV LIST | CURR LIST | NEXT LIST | FIRST DOC | PREV DOC | NEXT DOC | LAST DOC

| HOME | SITE INDEX | SEARCH | eBUSINESS | HELP | PRIVACY POLICY

# EXHIBIT 3

INTERNET ARCHIVE WaybackMachine
http://vitamintalent.com:80/clients/temp-to-perm Go
13 captures
14 Jul 2016 - 24 Feb 2017

Vitamin T

Request Talent Browse Jobs

- Clients
  - Welcome
  - Request Talent
  - Freelance
  - Temp To Perm
  - Why Vitamin T
- Talent
  - Welcome
  - Browse Jobs
  - Apply As Talent
  - Talent Benefits
  - FAQ
- What We Do
- Blog
- Contact Us
- Careers
- Gymnasium
- (855) 848-8568
- Login

Vitamin T

- Clients
  - Welcome
  - Request Talent
  - Freelance
  - Temp To Perm
  - Why Vitamin T
- Talent
  - Welcome
  - Browse Jobs
  - Apply As Talent
  - Talent Benefits
  - FAQ
- What We Do
- Blog
- Contact Us

- Request Talent
- Browse Jobs
- (855) 848-8568

# HIRE SMARTER

Avoid the cost of making a bad hire with Talent Bridge.
See how digital creative talent fit your team before making a commitment.

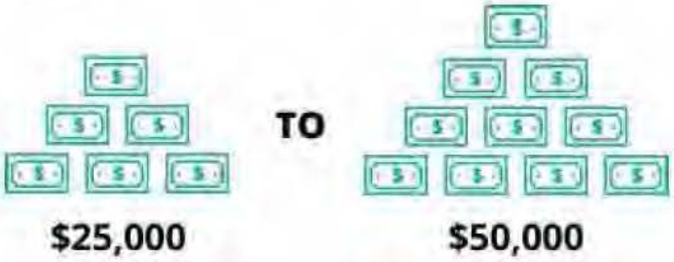
## Low Risk, High Reward

INTERNET ARCHIVE
WaybackMachine
http://vitamintalent.com:80/clients/temp-to-perm Go
13 captures
14 Jul 2016 - 24 Feb 2017

## Avoid Buyer's Remorse

41% of companies estimate that a bad hire costs them more than $25,000. One company in four estimates it's over $50,000. Not surprising, once you've factored in the costs of recruiting, lost business, training, and possible legal action.

Bad Hires Cost



## Talent Love It Too!

With three full months to assess how much they love a client before making a commitment, why shouldn't they? Plus, they enjoy weekly payroll, Vitamin T's full benefits package, and free coffee (depending on the client).

- Weekly direct deposit
- Subsidized health, dental, and vision insurance
- Free online training

## We got it.

You'll be hearing from your local rep shortly to help you find the perfect talent for your business.

Need help faster? Ring us at 855 848 8568.

Looking for advice on interviewing creatives, managing a team, and more? Check out our Vitabites blog!

## Oops!

INTERNET ARCHIVE WaybackMachine
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13 captures
14 Jul 2016 - 24 Feb 2017

# REQUEST TALENT

Looking for creative talent? All we need is some quick info, and we'll be in touch within 24 hours. Promise!

I am looking to hire a ▼

Your Name

Full Name Full Name

Contact Info

Email Email

Phone Phone

Work Info

Company Company

Our Closest Location Northern Virginia ▼

Tell us how we can help you Tell us how we can help you

Let's do this

Need help immediately?
Call (855) 848-8568

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What We Do Blog Careers Gymnasium
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Email Email
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# EXHIBIT 4

# HIRE SMARTER

Avoid the cost of making a bad hire with Talent Bridge.
See how digital creative talent ft your team before making a commitment.

## Low Risk, High Reward

Talent Bridge lets you retain top-tier candidates for up to three months to see how they gel in your real-world work environment, all while keeping your projects moving forward.

## Avoid Buyer’s Remorse

41% of companies estimate that a bad hire costs them more than $25,000. One company in f over $50,000. Not surprising, once you've factored in the costs of recruiting, lost business, training, and possible legal action.

BAD HIRES
COST
$25,000
TO
$50,000

# Talent Love It Too!

With three full months to assess how much they love a client before making a commitment, why shouldn't they? Plus, they enjoy weekly payroll and Vitamin T's full benefts package. ( Some benefits US and Canada only .)

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